



*Embassy of the United States of America  
Khartoum, Sudan*

**March 21, 2021**

**Dear Prospective Bidder**

**SUBJECT: Solicitation Number 19SU4021Q0011 for Trash Collection Services**

The Embassy of the United States of America invites you to submit a proposal for Trash Collection services from USG residencies.

If you are interested in submitting a proposal on this project, read the instructions in Section L of the attached Request for Quotations (RFQ).

If you intend to submit a proposal, you should thoroughly examine all the revised documents contained in the contract solicitation package.

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to **Contracting Officer** on or before **04:30 p.m.** on Thursday **April 07, 2021**. No proposal will be accepted after this time.

In order for a proposal to be considered, you must also complete and submit the following:

1. Section B and Attachment 4, Proposal Breakdown by Divisions;
2. Section K, Representations and Certifications;
3. Bar Chart illustrating sequence of work to be performed;
4. Additional information as required in Section L.

**The contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials.**

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

Please direct any questions regarding this solicitation **Alganesh Gedie** by letter or by telephone **(249)-1-870-22019** during regular business hours.

Sincerely,

**Sau Ching Yip  
Contracting Officer**

## **TABLE OF CONTENTS**

### **Section 1 - The Schedule**

- A. SF1449 cover sheet
- B. Service & Price Costs
- C. Description/Specifications/Work Statement
- E. Inspection & Acceptance
- F. Deliveries or Performance
- G. Contract Administration
- H. Special Contract Requirements

### **Section 2 - Contract Clauses**

- I. Contract Clauses

### **Section 3 – List of Document, Exhibits, and other Attachments**

- J. List of Attachments
  - Exhibit A - Performance Work Statement
  - Exhibit B - Locations
  - Exhibit C - Contractor Furnished Materials
  - Exhibit D - Government Furnished Property
  - Exhibit E - Contractors Management Plan

### **Section 4 – Representations and Instructions**

- K. Representations, Certifications and other Statements of Offerors
- L. Instructions, Conditions and Notices to Offereors
- M. Evaluation Factors for Award



## **SECTION 1B – SERVICE & PRICE COSTS**

### **1. PERFORMANCE WORK STATEMENT**

This is a firm fixed price contract for Trash collection at USG Residencies in accordance with Attachment A. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per lift for standard services that have been satisfactorily performed.

### **2. TYPES OF SERVICE**

**Standard Services.** The Contractor shall provide standard Trash collection services as specified in Section C for properties listed in Exhibit A.

### **3. PRICING**

The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed.

The Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services.

The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.

The Government will make payment in USD.

### **PRICING CRITERIA**

In consideration of satisfactory performance of all the scheduled services required under this contract, the contractor shall be paid on a 'per lift' basis.

We require 3 lift per week at all residences except the PV 5 lifts per week.

Pricing must be in US\$.

## BASE YEAR

Standard Services. The fixed price for the first year of the contract (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) is:

### *A) All Residences Location*

\_\_\_\_\_ per lift (three per week)

per Year \_\_\_\_\_ (based on 3 lifts/week x 52 weeks)

### *B) Presidential Villas Location*

\_\_\_\_\_ per lift (five per week)

per Year \_\_\_\_\_ (based on 5 lifts/week x 52 weeks)

TOTAL for BASE YEAR Not to Exceed: \_\_\_\_\_

## FIRST OPTION YEAR PRICES

Standard Services. The fixed price for the first year of the contract is:

### *A) All Residences Location*

\_\_\_\_\_ per lift (three per week)

per Year \_\_\_\_\_ (based on 3 lifts/week x 52 weeks)

### *B) Presidential Villas Location*

\_\_\_\_\_ per lift (five per week)

per Year \_\_\_\_\_ (based on 5 lifts/week x 52 weeks)

TOTAL for FIRST OPTION YEAR Not to Exceed: \_\_\_\_\_

## SECOND OPTION YEAR PRICES

Standard Services. The fixed price for the first year of the contract is:

### *A) All Residences Location*

\_\_\_\_\_ per lift (three per week)

per Year \_\_\_\_\_ (based on 3 lifts/week x 52 weeks)

### *B) Presidential Villas Location*

\_\_\_\_\_ per lift (five per week)

per Year \_\_\_\_\_ (based on 5 lifts/week x 52 weeks)

TOTAL for SECOND OPTION YEAR Not to Exceed: \_\_\_\_\_

### THIRD OPTION YEAR PRICES

Standard Services. The fixed price for the first year of the contract is:

*A) All Residences Location*

\_\_\_\_\_ per lift (three per week)

per Year \_\_\_\_\_ (based on 3 lifts/week x 52 weeks)

*B) Presidential Villas Location*

\_\_\_\_\_ per lift (five per week)

per Year \_\_\_\_\_ (based on 5 lifts/week x 52 weeks)

TOTAL for THIRD OPTION YEAR Not to Exceed: \_\_\_\_\_

### FOURTH OPTION YEAR PRICES

Standard Services. The fixed price for the first year of the contract is:

*A) All Residences Location*

\_\_\_\_\_ per lift (three per week)

per Year \_\_\_\_\_ (based on 3 lifts/week x 52 weeks)

*B) Presidential Villas Location*

\_\_\_\_\_ per lift (five per week)

per Year \_\_\_\_\_ (based on 5 lifts/week x 52 weeks)

TOTAL for FOURTH OPTION YEAR Not to Exceed: \_\_\_\_\_

### GRAND TOTAL

Base Year Total: \_\_\_\_\_

First Option Year Total: \_\_\_\_\_

Second Option Year Total: \_\_\_\_\_

Third Option Year Total: \_\_\_\_\_

Fourth Option Year Total: \_\_\_\_\_

GRAND TOTAL (not to exceed): \_\_\_\_\_

## **DOSAR 652.216-71 PRICE ADJUSTMENT (AUG 1999)**

- (a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Sudanese Government. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the contract line items listed in Section 1 of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under this contract, nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.
- (b) For the Contracting Officer to consider any request for adjustment, the contractor shall demonstrate in writing:
  - 1. That the change in the law occurred during the term of this contract and subsequent to the award date of this contract; and,
  - 2. That the change in the law could not have been reasonably anticipated prior to contract award; and,
  - 3. How the change in the law directly affects the contractor's costs under this contract.
- (c) The Contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:
  - 1. The calculation of the amount of adjustment requested; and,
  - 2. Documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.
- (d) In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the Contractor's request for price adjustment shall present data reflecting:
  - 1. The exchange rate in effect on the date of the Contractor's proposal that was accepted for the basic contract; and
  - 2. The current exchange rate and its effect on payment of workers in local currency. The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.
- (e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the Contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the Contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.
- (f) Any request for adjustment shall be presented by signature of an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- (g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.
- (h) No request by the Contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.

- (i) This clause shall only apply to laws enacted by the Sudan Government meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.



## **SECTION 1C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **1 SCOPE OF WORK**

The purpose of this contract is to obtain Trash collection services to all designated facilities. The contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

#### **a. GENERAL INSTRUCTIONS**

The contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

#### **b. DUTIES AND RESPONSIBILITIES**

- The Contractor shall remove all items from points of service indicated in an orderly manner and leave the area free of debris. The Contractor shall remove all trash and garbage as well as keep the area within a 10 feet radius free of debris. Service shall be provided according to the established schedule except when a scheduled date falls on an American or Sudanese holiday, in which case the pick up may be made on the previous or the following day, but in no case will a deviation from the schedule of than one day be allowed.
- Contractor shall collect Trash from Facilities on pre-determined days 5 times per week for the presidential villas and 3 times per week for the rest of the residencies.

### **2 MANAGEMENT AND SUPERVISION**

- The contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function during the times that services are being delivered under this contract.
- The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service. Therefore, the pick schedule at Facilities shall be three times per week on Sundays, Tuesdays and Thursdays. Pick-ups on days other than these must be approved in advance by the Embassy. Failure to pick up Trash on designated days will result in a 10% reduction in payment for each lift.
- The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

### **3. LOCATIONS FOR TRASH COLLECTION**

1. US EMBASSY Facilities – USG Residencies

### **2. PERSONNEL**

- a. The contractor shall provide a qualified work force meeting the requirements set forth in the paragraphs below. The workforce shall be able to provide the services in accordance with the schedule indicated in Section J. Exhibit A, Locations and Time Frames for Trash Collection.
- b. Notice to Government Labor Disputes

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

### **4. Personnel Security**

After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. For each individual the list shall include:

- (a) Full Name;
- (b) Date of Birth, Place of Birth;
- (c) Current Address
- (d) Identification Number
- (e) Photocopy of Passport
- (f) Spouse's Name and Date and Place of Birth
- (g) Father and Mother Names (even if they are deceased)
- (h) Date and Place of Birth of Parents

### **5 MATERIALS AND EQUIPMENT**

The contractor shall provide all necessary supplies and equipment to perform the work identified in this contract.

The contractor is advised to use any kind of equipment that is approved by the city administration and is safety used for job performance.

E.11. Quality Assurance Plan (QAP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

E.11.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.11.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the

Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services do not meet the standard.

#### E.11.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## **SECTION 1E - INSPECTION AND ACCEPTANCE**

### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### **FEDERAL ACQUISITION REGULATIONS (48 CFR CH. 1)**

52.246-4 INSPECTION OF SERVICES – FIXED PRICE AUG 1996

### **APPLICABILITY OF INSPECTION CLAUSE**

FAR clause 52.246-4, Inspection of Services – Fixed-Price, applies to services provided under Standard Services.

## SECTION 1F – DELIVERIES OR PERFORMANCE

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

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### FEDERAL ACQUISITION REGULATION (48 cfr ch.1)

52.242-15	STOP WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

### PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with 4, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

### DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery To</u>	<u>Date</u>
1.1 General Instructions	1	COR	10 days after award
1.2.2. Schedules	1	COR	10 days after award
4.4.1 List of Personnel	1	COR	5 days after award
8.0 Transition Plan	1	COR	5 days
6.0. Evidence of Insurance	1	COR	10 days after award
Licenses/Permits	1	COR	10 days after award

### NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

## **SECTION 1G – CONTRACT ADMINISTRATION**

### **MONITORING OF THE CONTRACTOR**

#### **652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)**

- a. The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- b. The COR for this contract is the Maintenance Supervisor, Isaac Yacoub.

### **DUTIES**

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval and other purposes as deemed necessary under the contract.

### **SUBMISSION OF INVOICES**

The Contractor shall submit invoices in original copies to the Contracting Officer's Representative (COR) at the following address: American Embassy Khartoum, PO Box 194, Soba, and kilo 10 Khartoum - Sudan

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

## SECTION 1H – SPECIAL CONTRACT REQUIREMENTS

### 1. SECURITY

**General** – The Government reserves the right to deny access to U.S. owned and U.S. operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall work on this contract.

**Identity Cards** – The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity cards on their uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

### 2. STANDARD OF CONDUCT

The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Embassy reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

- The Contractor shall provide employees with and ensure the use of safety equipment, personal protective equipment and devices necessary to protect the employee.
- The contractor shall provide adequate protection to prevent damage to or soiling of the areas, which are not included for work.
- The Contractor shall telephonically report each accident immediately to the Contracting Officer's Representative.
- Uniforms and Personal Equipment. The Contractor's employees shall wear clean,
  - neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).
- Neglect of duties shall not be condoned. The Contractor shall enforce no unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
- Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
  - -falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
  - -unauthorized use of Government property, theft, vandalism, or immoral conduct;
  - -unethical or improper use of official authority or credentials;

- -security violations; or,
- -organizing or participating in gambling in any form.

### **3. PERSONNEL HEALTH REQUIREMENTS**

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

### **4. LAWFUL OPERATION, PERMITS AND INDEMNIFICATION**

- Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
- Employee salary benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action of obligation regarding these benefits which may subsequently arise. Where local law requires bonuses specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit the Contractor is responsible for payments of these costs and must included them in the fixed prices in this contract.
- Bonds. The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds of payments are legally required by the local government or local practice.
- Personal Injury, Property Loss or Damage (Liability). The contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract. The contractor's assumption of absolute liability is independent of any insurance policies.

### **5. INSURANCE**

- Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:
- General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)
  - 1) Bodily Injury stated in US Dollars: \$ 800-\$3,000 per Sudan law
  - 2) Property Damage stated in US Dollars: \$ 1,200 per occurrence  
\$16,000 cumulative
- The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.



- For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.
- The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:
  - a) any property of the Contractor,
  - b) its officers,
  - c) agents,
  - d) servants,
  - e) employees, or
  - f) any other person,

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

- The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site. Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.
- Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.
- Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease      Statutory – as required by the laws of Sudan

Employer's Liability      Statutory – as required by the laws of Sudan.

- Permits. Without additional cost to the Government, the contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with Sudan laws. The contractor shall provide evidence of possession or status of application for such permits, licenses, and appointment to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licensure required by the host government are entirely the responsibility of the offeror.

## **6. TRANSITION PLAN**

Within 10 days after contract award, the Contracting Officer may request that the contractor develop a plan for preparing the contractor to assume all responsibilities for Trash collection services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

## **SECTION 2 - CONTRACT CLAUSES**

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2003), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

ADDENDUM TO 52.212-4

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (OCT 2004)

The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Clause Number and Title X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). *[Check if order exceeds \$100,000]* (2) – (14) [Reserved]. (15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126). *[Check if order is for supplies and exceeds the micro-purchase threshold]* (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). *[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]* (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246). *[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]* (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). *[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]* (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). *[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]* (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). *[Check if you have included the clause 52.222-35]* (21) – (23) [Reserved]. (24) 52.225-5, Trade Agreements (JUL 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). *[Check if the order is for supplies and the amount exceeds \$169,000]* X (25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). *[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]* (26) – (29) [Reserved]. (30) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). *[Check if payment will be made by EFT and the contractor has registered in the CCR]* (31) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). *[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]* (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). *[Check if payment will be made by a third party, e.g., purchase card]* (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). *[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]* (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). *[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]* (ii) Alternate I (APR 1984) of 52.247-64. *[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]*

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions

of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) [Reserved].

(vi) 2.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE

TITLE AND DATE

Inconsistency Between English Version and Translation of Contract  
(FEB 2000)

52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)

52.228-5 Insurance - Work on a Government Installation (JAN 1997)

52.245-4 Government-Furnished Property (Short Form) (JUN 2003) (applies only if Government-furnished property is a part of this purchase order)

52.232-34 Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (MAY 1999)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

**The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.**

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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**652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)**

The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Eid Al Mulid  
Washington's Birthday  
Easter  
Memorial Day  
Independence Day  
Eid Al Fitr  
Labor Day  
Columbus Day  
Eid Al Adha  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons where an alternative collection can not be arranged, deductions will be computed as follows:

- (1) Only actual Trash collected will be paid for.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

**FAR Part 49- Termination of contract**

#### **49.000 Scope of part.**

This part establishes policies and procedures relating to the complete or partial termination of contracts for the convenience of the Government or for default. It prescribes contract clauses relating to termination and excusable delay and includes instructions for using termination and settlement forms.

#### **49.001 Definitions.**

As used in this part—

“Other work” means any current or scheduled work of the contractor, whether Government or commercial, other than work related to the terminated contract.

“Plant clearance period,” as used in this subpart, means the period beginning on the effective date of contract completion or termination and ending 90 days (or such longer period as may be agreed to) after receipt by the contracting officer of acceptable inventory schedules for each property classification. The final phase of the plant clearance period means that period after receipt of acceptable inventory schedules.

“Settlement agreement” means a written agreement in the form of a contract modification settling all or a severable portion of a settlement proposal.

“Settlement proposal” means a proposal for effecting settlement of a contract terminated in whole or in part, submitted by a contractor or subcontractor in the form, and supported by the data, required by this part. A settlement proposal is included within the generic meaning of the word “claim” under false claims acts (see [18 U.S.C. 287](#) and [31 U.S.C. 3729](#)).

“Unsettled contract change” means any contract change or contract term for which a definitive modification is required but has not been executed.

#### **49.002 Applicability.**

(a) This part applies to contracts that provide for termination for the convenience of the Government or for the default of the contractor (see also [13.302-4](#)).

(b) Contractors shall use this part, unless inappropriate, to settle subcontracts terminated as a result of modification of prime contracts. The contracting officer shall use this part as a guide in evaluating settlements of subcontracts terminated for the convenience of a contractor whenever the settlement will be the basis of a proposal for reimbursement from the Government under a cost-reimbursement contract.

(c) The contracting officer may use this part in determining an equitable adjustment resulting from a modification under the Changes clause of any contract, except cost-reimbursement contracts.

(d) When action to be taken or authority to be exercised under this part depends upon the “amount” of the settlement proposal, that amount shall be determined by deducting from the gross settlement proposed the amounts payable for completed articles or work at the contract price and amounts for the settlement of subcontractor settlement proposals. Credits for retention or other disposal of termination inventory and amounts for advance or partial payments shall not be deducted.

#### **Subpart 49.1—General Principles**

49.100 Scope of subpart.

(a) This subpart deals with—

(1) The authority and responsibility of contracting officers to terminate contracts in whole or in part for the convenience of the Government or for default;

(2) Duties of the contractor and the contracting officer after issuance of the notice of termination;

(3) General procedures for the settlement of terminated contracts; and

(4) Settlement agreements.

(b) Additional principles applicable to the termination for convenience and settlement of fixed-price and cost-reimbursement contracts are included in [Subparts 49.2](#) and [49.3](#). Additional principles applicable to the termination of contracts for default are included in [Subpart 49.4](#).

#### **49.101 Authorities and responsibilities.**

(a) The termination clauses or other contract clauses authorize contracting officers to terminate contracts for convenience, or for default, and to enter into settlement agreements under this regulation.

(b) The contracting officer shall terminate contracts, whether for default or convenience, only when it is in the Government’s interest. The contracting officer shall effect a no-cost settlement instead of issuing a termination notice when—

(1) It is known that the contractor will accept one,

- (2) Government property was not furnished, and
- (3) There are no outstanding payments, debts due the Government, or other contractor obligations.
- (c) When the price of the undelivered balance of the contract is less than \$5,000, the contract should not normally be terminated for convenience but should be permitted to run to completion.
- (d) After the contracting officer issues a notice of termination, the termination contracting officer (TCO) is responsible for negotiating any settlement with the contractor, including a no-cost settlement if appropriate. Auditors and TCO's shall promptly schedule and complete audit reviews and negotiations, giving particular attention to the need for timely action on all settlements involving small business concerns.
- (e) If the same item is under contract with both large and small business concerns and it is necessary to terminate for convenience part of the units still to be delivered, preference shall be given to the continuing performance of small business contracts over large business contracts unless the chief of the contracting office determines that this is not in the Government's interest.
- (f) The contracting officer is responsible for the release of excess funds resulting from the termination unless this responsibility is specifically delegated to the TCO.

**49.102 Notice of termination.**

(a) *General*. The contracting officer shall terminate contracts for convenience or default only by a written notice to the contractor (see [49.601](#)). When the notice is mailed, it shall be sent by certified mail, return receipt requested. When the contracting office arranges for hand delivery of the notice, a written acknowledgement shall be obtained from the contractor. The notice shall state—

- (1) That the contract is being terminated for the convenience of the Government (or for default) under the contract clause authorizing the termination;
- (2) The effective date of termination;
- (3) The extent of termination;
- (4) Any special instructions; and
- (5) The steps the contractor should take to minimize the impact on personnel if the termination, together with all other outstanding terminations, will result in a significant reduction in the contractor's work force (see paragraph (g) of the notice in [49.601-2](#)). If the termination notice is by telegram, include these "steps" in the confirming letter or modification.

(b) *Distribution of copies*. The contracting officer shall simultaneously send the termination notice to the contractor, and a copy to the contract administration office and to any known assignee, guarantor, or surety of the contractor.

(c) *Amendment of termination notice*. The contracting officer may amend a termination notice to—

- (1) Correct nonsubstantive mistakes in the notice;
- (2) Add supplemental data or instructions; or
- (3) Rescind the notice if it is determined that items terminated had been completed or shipped before the contractor's receipt of the notice.

(d) *Reinstatement of terminated contracts*. Upon written consent of the contractor, the contracting office may reinstate the terminated portion of a contract in whole or in part by amending the notice of termination if it has been determined in writing that—

- (1) Circumstances clearly indicate a requirement for the terminated items; and
- (2) Reinstatement is advantageous to the Government.



### **SECTION 3 – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

- Exhibit A - Performance Work Statement
- Exhibit B - Locations
- Exhibit C - Contractor Furnished Materials
- Exhibit D - Government Furnished Property
- Exhibit F - Contractors Management Plan

**PERFORMANCE WORK STATEMENT****QUALITY ASSURANCE PLAN (QAP).**

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

1. Remove all Trash 3 times a week from all residences and 5 times a week from PV.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all Facilities Trash Collection from USG residencies as set forth in the performance work statement (PWS)	2	All required services are performed and no more than one (1) customer complaint is received per month

**SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

**STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

**CONSEQUENCES**

2+ complaints in a month will require a meeting to address the situation with the contractor.

5+ complaints in a 3 month period will result in a 10% deduction in total invoice for the third month and the issuance of a Cure Notice.

Continuing complaint from one residence (3+ months), will be adjudicated by contractor and Contracting Officer. If the contractor is found in the wrong 10% of the cost of the collection from that residence will be deducted, until the issue is solved.

Failure to collect Trash on the scheduled day without prior notice will result in a 10% deduction from fees for the collection.

**PROCEDURES.**

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**WORK LOCATIONS**

No.	Location
OBO-042	Khartoum 2 – CMR
OBO-136	Garden City – Charllie 9
OBO-247	El-Taif-Bravo 7
OBO-269	Manshia – TIO residence
OBO-298	Amarat- Alpha 4
OBO-293	Alshati-East Khartoum - PVs
OBO-239	Alriyad-DAT Residence

## **Attachment C**

### **CONTRACTOR FURNISHED MATERIALS**

The contractor shall provide all equipment, materials, supplies, and clothing required to perform the services as specified in this contract.

**Attachment D**

**GOVERNMENT FURNISHED PROPERTY**

The Government shall make the following property available to the contractor as “Government furnished property” for performance under the contract:

Trash cans with covers

**Attachment E**

**CONTRACTOR'S MANAGEMENT PLAN**

The Contractor's management plan is hereby attached to and made a part of this contract.

**SECTION 4K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 2004)

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate Entity (not tax-exempt);

\_\_\_ Corporate Entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.

(5) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) – (d) [Reserved]



(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

## SECTION 4L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEREORS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2004), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

### ADDENDUM TO 52.212-1

None

### **ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (JUN 1999)
52.214-34	Submission of Offers in the English Language (APR 1991)

#### THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

##### 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are

invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## **SECTION 4M - EVALUATION FACTORS FOR AWARD**

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1A, 1B, 4K-M.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by adding the base year plus four option years to arrive at a grand total.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).